



COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

GAIL FARBER, Director

June 06, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

61 June 6, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**DELEGATE AUTHORITY TO ENTER INTO A
COUNTY OF LOS ANGELES AND LOS ANGELES COUNTY FLOOD CONTROL
DISTRICT AGREEMENT FOR CATCH BASIN INSERT MAINTENANCE
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

This action is to authorize the Director of Public Works or her designee to execute the enclosed Agreement between the County of Los Angeles and the Los Angeles County Flood Control District for maintenance and operation of trash excluder devices installed within the County unincorporated areas on behalf of both entities. The County would reimburse the Los Angeles County Flood Control District based on actual expenditures, which are estimated to be \$2,200,000 annually for this maintenance service.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the execution of the proposed Agreement is categorically exempt from the provisions of the California Environmental Quality Act.
2. Authorize the Director of Public Works or her designee on behalf of the County of Los Angeles to execute an Agreement with the Los Angeles County Flood Control District for the operation and maintenance of catch basin inserts located within the County unincorporated areas and to execute amendments to the Agreement to incorporate updated maintenance standards that may be developed by the Los Angeles County Flood Control District based on its ongoing experience with the maintenance of these devices.

IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:

Authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to execute an Agreement with the County of Los Angeles to provide for the maintenance of catch basin inserts located within the County unincorporated areas and to execute amendments to the Agreement to incorporate updated maintenance standards that may be developed by the Los Angeles County Flood Control District based on its ongoing experience with the maintenance of these devices.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to authorize the Director of Public Works or her designee to execute an Agreement substantially similar to the enclosed Agreement on behalf of both the County of Los Angeles and the Los Angeles County Flood Control District (LACFCD). The purpose of the Agreement is to establish the terms under which the LACFCD shall allow the installation and provide for the maintenance of trash excluder devices installed by the County in LACFCD-owned catch basins.

The California Regional Water Quality Control Board, Los Angeles Region (Regional Board), has promulgated water-quality regulations, including Total Maximum Daily Load (TMDL) for Trash (Trash TMDL) for the following watersheds and subwatersheds: (1) Ballona Creek, (2) Los Angeles River, (3) Malibu Creek, (4) Elizabeth Lake, (5) Legg Lake, and (6) Machado Lake. The County is responsible for addressing trash from the County unincorporated areas within these watersheds. The County chose to achieve compliance with the Trash TMDL by installing full capture trash excluder inserts within catch basins owned by the LACFCD and located within the unincorporated territory of the County. To date, approximately 5,400 inserts have been installed. To address all TMDLs listed above, it is estimated that 9,000 inserts will be required to be installed.

The LACFCD has permitted the County, and other agencies to install trash excluder inserts on LACFCD catch basins. As a condition of permitting these installations, the LACFCD requires the County and other agencies to provide for the long-term maintenance of the trash excluder inserts.

To meet this condition, one option available to the agencies is to enter into an Agreement with the LACFCD substantially similar to the enclosed. It is anticipated that this Agreement may be periodically amended as additional experience in maintenance of these devices is gained. The possible amendments to this Agreement may include redefining the frequency of required inspections and cleanings to be provided by the LACFCD.

The services to be provided will include catch basin inspection and cleanout as well as repair of the trash excluder devices. The frequency of these services will depend on the time of year the service is performed, with more frequent inspections and cleanouts occurring during the storm season. It is anticipated that a cleanout will be required after each major storm event.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness (Goal 1) and Integrated Services Delivery (Goal 3). This Agreement supports the development of cooperative partnerships with local agencies to effectively leverage resources using a collaborative effort. Also, the services provided under this contract are required for compliance with the Trash TMDL orders

issued by the Regional Board under Order Number 01-182 and will ultimately improve the quality of life for the unincorporated area communities.

FISCAL IMPACT/FINANCING

The enclosed Agreement establishes the conditions under which the County will reimburse the LACFCD for inserted catch basin maintenance service costs. The reimbursement amount will be based on actual expenditures. Funding will be requested annually and made available in the Public Works General Fund to reimburse the LACFCD.

The estimated average annual amount is \$2,200,000. This amount consists of \$1,940,000 for maintenance and contract administration and \$60,000 for insert replacement/repairs, which include 10 percent of the annual contract for additional work within the scope of the contract. Funding for these services will be included in the annual LACFCD Fund Budget as part of its regular maintenance requirements.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

From August 2005 to July 2009, the Regional Board adopted six Trash TMDLs that directly affect the County unincorporated areas.

On December 10, 2009, the Regional Board modified the County of Los Angeles National Pollutant Discharge Elimination System (NPDES) Permit to incorporate provisions of the Los Angeles Trash TMDL (Order No. R4-2009-0130). This order requires that trash inserts installed to comply with this order shall be maintained and maintenance records are up-to-date and available for inspection by the Regional Board. Trash TMDLs for other watersheds will be rolled into the NPDES Permit in the future.

The enclosed Agreement has been approved as to form by County Counsel. Upon your Board's delegation of authority, this Agreement will be executed by the Director of Public Works or her designee on behalf of both the County and the LACFCD.

ENVIRONMENTAL DOCUMENTATION

The proposed Agreement is categorically exempt from the California Environmental Quality Act (CEQA). The proposed services are within a class of projects that has been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301, Class 1d of the State CEQA Guidelines and Class 1e of the County's Environment Document Reporting Procedures and Guidelines, Appendix G. In addition, there are no cumulative impacts or unusual circumstances based on the project records.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these actions will benefit the County by securing trash excluder maintenance services provided under this Agreement, which are required for compliance with the Los Angeles River Watershed Trash TMDL and will ultimately improve the quality of life for the unincorporated area communities. There will be no negative impact on current services.

CONCLUSION

Please return two adopted copies of this letter each to the Chief Executive Office, Community Services Cluster and Capital Programs, and the Department of Public Works, Watershed Management Division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:GH:sw

Enclosures

c: Auditor-Controller
Chief Executive Office (Rita Robinson)
County Counsel
Executive Office

AGREEMENT

This AGREEMENT, is entered into on _____, 2012, by and between the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic (hereinafter referred to as the LACFCD), and the COUNTY OF LOS ANGELES (hereinafter referred to as COUNTY).

RECITALS

WHEREAS, the California Regional Water Quality Control Board, Los Angeles Region, has promulgated water-quality regulations, including a Total Maximum Daily Load for Trash (Trash TMDL) for (1) Ballona Creek, (2) Los Angeles River, (3) Malibu Creek, (4) Elizabeth Lake, (5) Legg Lake, and (6) Machado Lake Watersheds or subwatersheds applicable to cities and COUNTY for unincorporated territory located in these watersheds; and

WHEREAS, COUNTY desires to achieve compliance with the Trash TMDL by installing TRASH EXCLUDERS (as hereafter defined) within catch basins owned by the LACFCD, located within the unincorporated territory of COUNTY; and

WHEREAS, COUNTY will administer the procurement and installation of said TRASH EXCLUDERS;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the LACFCD and COUNTY hereto mutually agree as follows:

(1) DEFINITION:

- a. TRASH EXCLUDER, as referred to in this AGREEMENT, shall mean any device, which partially blocks the opening or outlet of the catch basin to prevent trash from entering the storm drain system, including Automatic Retractable Screen devices and Connector Pipe Screen devices, installed by COUNTY at the opening of or inside any catch basin owned by the LACFCD, located within the unincorporated territory of COUNTY.
- b. STORM SEASON, as referred to in this AGREEMENT, shall mean the period beginning on October 1 and ending April 30 of the following year.
- c. MAJOR STORM EVENT, as referred to in this AGREEMENT, shall mean a storm with an intensity of one inch or more of rainfall per 12 hours, occurring within COUNTY. Countywide, an average storm season produces four major storm events.

- d. DRY SEASON, as referred to in this AGREEMENT, shall mean the period beginning May 1 and ending September 30 of each year.

(2) LACFCD AGREES:

- a. To permit COUNTY to utilize catch basins owned by the LACFCD and located within the unincorporated territory of COUNTY for the purpose of installing, operating, and maintaining TRASH EXCLUDERS.
- b. To maintain all COUNTY TRASH EXCLUDERS in accordance with the maintenance standards delineated in Exhibit A. The LACFCD and COUNTY may, by mutual agreement, determine to modify the maintenance standards in Exhibit A from time to time.
- c. If, during an inspection, the LACFCD discovers damage to a TRASH EXCLUDER, the LACFCD shall repair or replace the damaged TRASH EXCLUDER within 30 calendar days from the date of the inspection and shall notify COUNTY of the repair or replacement. All TRASH EXCLUDERS shall be maintained so as to function properly during storm events and so as not to prevent storm flows from entering the catch basin.
- d. To seek reimbursement from COUNTY, on a quarterly basis, itemizing the services performed and the costs incurred by the LACFCD in connection with the activities described in Section (2)b. and c., above, during that quarter.
- e. To indemnify, defend, and hold COUNTY and its officers, employees, and agents, harmless from and against any claims, demands, liability, damages, or costs to the extent that such claim, demand, liability, damage, or cost arises from or is caused by any negligent or wrongful act or omission of the LACFCD or any of its officers, employees, or agents, in connection with the performance of any of the LACFCD'S duties under this AGREEMENT.
- f. The LACFCD shall include COUNTY within the protection of any indemnification clause contained in any ancillary contract relating to TRASH EXCLUDERS.

(3) COUNTY AGREES:

- a. To patrol areas in which any TRASH EXCLUDERS have been installed, during storm events, to verify that all TRASH EXCLUDERS are functioning properly and to relieve any instances of plugging of any catch basin fitted with a TRASH EXCLUDER. Requests for Service coming to the LACFCD

to clean or service the catch basin during a storm event will be forwarded to COUNTY for their prompt handling, action, and closure.

- b. To reimburse the LACFCD, as described in Section (2)d., above, within 30 days of the date of the LACFCD'S request for reimbursement.
- c. To indemnify, defend, and hold the LACFCD and its officers, employees, and agents, harmless from and against any claims, demands, liability, damages or costs, to the extent that such claim, demand, liability or cost arises in connection with the performance of, or failure to perform, any of COUNTY'S duties under this AGREEMENT or the TRASH EXCLUDERS or any of them, except to the extent that such claim, demand, liability, damage or cost arises from or is caused by the negligent or wrongful act or omission of the LACFCD or any of its officers, employees, or agents.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. The TRASH EXCLUDERS are the property of COUNTY. The LACFCD shall retain ownership of the catch basins, exclusive of the TRASH EXCLUDERS.
- b. Termination
 - (i) COUNTY acknowledges that the LACFCD intends to retain a contractor to perform the operation and maintenance services on the TRASH EXCLUDERS described above. In the event that the LACFCD'S contract with its contractor(s) is terminated or expires, the LACFCD may terminate this AGREEMENT in accordance with the following:
 - (1) The LACFCD shall give COUNTY not less than 60 days prior written notice of the termination;
 - (2) COUNTY shall take over the operation and maintenance of the TRASH EXCLUDERS, and shall enter into a new agreement with the LACFCD providing for said operation and maintenance of TRASH EXCLUDERS by COUNTY or its contractor.
 - (3) If COUNTY fails to enter into said new agreement within 90 days of the written notice of the termination by the LACFCD, the LACFCD may, in its sole discretion, provide COUNTY with a written notice to remove TRASH EXCLUDERS or any of them, and restore the affected catch basin(s) to a condition similar to or better than that which existed prior to installation of TRASH EXCLUDERS.

- 4) If the LACFCD provides COUNTY with a notice to remove TRASH EXCLUDERS, COUNTY shall complete all work required to comply with the notice within ninety (90) days. If COUNTY fails to do so, the LACFCD may, in its sole discretion, complete said work at COUNTY'S expense.
- (ii) COUNTY may take over the operation and maintenance of TRASH EXCLUDERS, or any of them, by giving thirty (30)-day prior written notice to the LACFCD of COUNTY'S intent to do so, and by entering into a new agreement with the LACFCD, for COUNTY to perform the operation and maintenance of TRASH EXCLUDERS. Upon the execution of the new agreement by both COUNTY and the LACFCD, this AGREEMENT shall be deemed terminated.
- (iii) COUNTY may unilaterally terminate this AGREEMENT without cause, in COUNTY'S sole discretion, at any time, by giving thirty (30)-day prior written notice to the LACFCD. In the event this AGREEMENT is terminated, pursuant to this Section, the LACFCD may, in its sole discretion, provide COUNTY with a written notice to remove TRASH EXCLUDERS, or any of them, and restore the affected catch basin(s) to a condition similar to or better than that which existed prior to installation of TRASH EXCLUDERS. If the LACFCD provides COUNTY with such a notice, COUNTY shall complete all work required to comply with the notice within ninety (90) days. If COUNTY fails to do so, the LACFCD may, in its sole discretion, complete said work at COUNTY'S expense.
- (iv) If COUNTY fails to comply with any of the terms or conditions of this AGREEMENT, the LACFCD may, in its sole discretion, terminate this AGREEMENT and provide COUNTY with a written notice to remove TRASH EXCLUDERS, or any of them, and restore the catch basin(s) to a condition similar to or better than that which existed prior to installation of TRASH EXCLUDERS. If the LACFCD provides COUNTY with such a notice, COUNTY complete all work required to comply with the notice within ninety (90) days. If COUNTY fails to do so, the LACFCD may, in its sole discretion, complete said work at COUNTY'S expense.
- (v) If the LACFCD removes any TRASH EXCLUDER pursuant to Section (4)b.(i), (4)b.(iii) or (4)b.(iv), above, the LACFCD shall seek reimbursement from COUNTY indicating the costs and expenses incurred by the LACFCD in connection with the removal of TRASH EXCLUDER, specifically including any work required to restore the affected catch basin to a condition at least similar to that which existed prior to installation of TRASH EXCLUDER and COUNTY shall reimburse the LACFCD all such costs and expenses within

thirty (30) days of the date of the LACFCD'S request for reimbursement.

- c. The LACFCD may remove any TRASH EXCLUDER if the LACFCD determines, in its reasonable discretion, that removal of TRASH EXCLUDER is necessary to prevent or mitigate flooding of any public or private property. The LACFCD will provide written notice to COUNTY within 30 days of the removal of any TRASH EXCLUDERS. COUNTY expressly releases the LACFCD from, and waives, all claims for any damages, loss, costs, or expenses resulting from the LACFCD'S removal of any TRASH EXCLUDER pursuant to this Section (4)c. In such case, COUNTY may thereafter reinstall TRASH EXCLUDER only after first consulting with the LACFCD with regards to the reasons for the removal and obtaining the LACFCD'S approval of the reinstallation. If COUNTY thereafter chooses to reinstall TRASH EXCLUDER, it must do so at its sole expense.
- d. The LACFCD is not responsible for assisting COUNTY with any regulatory compliance activities related to TRASH EXCLUDERS, including, for example, conducting monitoring, weighing of trash, and reporting amounts of trash collected from inside catch basins where TRASH EXCLUDERS have been installed.
- e. This AGREEMENT may be modified only by the mutual written consent of both parties.
- f. This AGREEMENT contains the complete and final understanding of the parties in connection with the subject matter herein and shall supersede any and all previous contemporaneous oral or written agreements between the parties regarding said subject matter.
- g. The provisions of this AGREEMENT shall be interpreted and enforced pursuant to the laws of the State of California.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be duly executed by their respective officers, by the COUNTY OF LOS ANGELES on _____, 2012, and by the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, on _____, 2012.

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,
a body corporate and politic

By _____
Chief Engineer

APPROVED AS TO FORM:

JOHN F. KRATTLI
Acting County Counsel

By _____
Deputy

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

By _____
Deputy

Handwritten initials: RJG, SW, and AN

RJG:sw
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**EXHIBIT A
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
CATCH BASIN TRASH EXCLUDER
MAINTENANCE STANDARDS**

1. Inspect all catch basins fitted with trash excluders once during the dry season, once each month during the storm season, and once after each major storm event. A major storm is a storm event with an intensity of 1 inch or more of rainfall per 12 hours. The inspection should consist of a physical/visual assessment of the condition of each catch basin, including, but not limited to, the following:
 - (i) Exterior damage
 - (ii) Bent or missing protection bars
 - (iii) Damaged manholes
 - (iv) Damaged face plate
 - (v) Other physical damage
 - (vi) Visual verification of the trash excluder's mechanical parts (e.g. missing or damaged hardware, bolts, screws, etc.).
 - (vii) Physical operation of any Automatic Retracting Screen installed as part of the trash excluder to verify that the Automatic Retracting Screen opens and closes freely, and locks in place in the closed position, as designed.
 - (viii) Volume of trash in the catch basin as a percentage of the total storage volume of each individual catch basin.

2. Remove, during each inspection, all trash and debris found in front of curb opening or side opening catch basins fitted with a trash excluder, and on top or between the metal grates of grated catch basins fitted with a trash excluder, and remove all vegetation growing across and/or blocking the basin opening during each inspection.

3. If, during an inspection, the Los Angeles County Flood Control District determines that the volume of trash and debris in a catch basin is at or above the 40 percent level, all trash and debris shall be removed from within the catch basin, including all trash and debris trapped by or adhering to the trash excluder(s) and all trash and debris in the connector pipe opening and in the connector pipe for a distance of six feet from the opening, within seven calendar days from the date of the inspection.

RJG:sw

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